

DRAFT

EXHIBIT D

CONTRACT BETWEEN BUILDER AND
COMMUNITY DEVELOPMENT CORPORATION
WHERE THE BUILDER IS NOT A CDC

The undersigned Community Development Corporation (“CDC”) and Developer/Builder, together called “the parties,” do agree as follows:

1. The CDC agrees to implement a marketing plan. The marketing plan shall address the number of people contacted, how they will be contacted, and the type of information provided concerning the availability of housing. The CDC could do this through identified individuals, be they professional staff, brokers, or volunteers.
2. The builder shall pay the CDC a fixed amount per house sold by the CDC. That amount shall be \$ _____(not to exceed \$2,700) for a house purchased within the first 90 days of the beginning of the marketing, for which there shall be a formal notice to the CDC, and shall be \$ _____(not to exceed \$1,800) if the house is sold thereafter. Amounts owed to the CDC for this purpose shall be paid by the builder at the closing of the sale of the house, and the builder may advance to the CDC certain out-of-pocket marketing expenses of up to \$500 (per house) before that time.
3. The CDC shall organize one or more community meetings in the neighborhood of the property or properties to help inform residents of the

needs and advantages of Project Houston Hope, including the infrastructure investments, which have been related to Project Houston Hope.

4. The developer/builder could agree to engage CDC to perform other services for other consideration, but it would not be required by this agreement.
5. The CDC and developer/builder can, but would not be required to, make the CDC the exclusive marketer of the properties for some defined period of time.
6. The builder may consult with the CDC concerning modifications that may be made, at a cost not to exceed \$1,000, to make the design of the housing more compatible with the history and traditions of the neighborhood. Any specific recommendations by the CDC would need to be made by the time of the submission of plans and drawings for permit approval.
7. Sales by CDCs for or on behalf of developer/builder shall be conducted in compliance with the Texas Real Estate License Act, Chapter 1101, Texas Occupation Code.

The responsibilities of the CDC could be altered based on mutual agreement between the developer/builder and the CDC.

On behalf of _____ CDC

On behalf of _____[name of developer/builder]